

NOTE: CHANGES MADE BY THE COURT

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

KKMB, LLC, A Nevada Limited
Liability Company,

Plaintiff,

v.

ABRAHAM MATTAR KHADER, an
individual; ABE FINANCIAL
SERVICES, INC., a California
corporation; NOURA SHOUBASH, an
individual; NADIA SHOUBASH
KORT, an individual; HANNA
BISHARA HIREZI, an individual;
JASON BOUTROS, M.D., an
individual; JASON K. BOUTROS
M.D., INC., a California corporation;
SANDRA RABADI, an individual;
REEM J. RABADI, an individual; and
DOES 1 through 20, inclusive,

Defendants.

AND RELATED CROSS AND THIRD
PARTY CLAIMS

CASE No. 2:18-CV-05170-GW-JPR

**STIPULATED PROTECTIVE
ORDER**

Hon. George H. Wu,
Presiding Judge
Hon. Jean P. Rosenbluth,
Magistrate Judge

Complaint Filed: June 11, 2018
Trial Date: August 20, 2019

1 1. **STATEMENT OF INTENT**

2 **A. PURPOSES AND LIMITATIONS**

3 Discovery in this action is likely to involve the production of confidential,
4 proprietary, or private information for which special protection from public disclosure
5 and from use for any purpose other than prosecuting this litigation may be warranted.
6 Accordingly, the parties hereby stipulate to and petition the Court to enter the following
7 Stipulated Protective Order. The parties acknowledge that this Order does not confer
8 blanket protections on all disclosures or responses to discovery and that the protection it
9 affords from public disclosure and use extends only to the limited information or items
10 that are entitled to confidential treatment under the applicable legal principles. The
11 parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated
12 Protective Order does not entitle them to file confidential information under seal; Civil
13 Local Rule 79-5 sets forth the procedures that must be followed and the standards that
14 will be applied when a party seeks permission from the court to file material under seal.

15 **B. GOOD CAUSE STATEMENT**

16 This action involves claims for fraud in connection with the acquisition and sale
17 of life insurance policies. The Plaintiff is the purchaser of a life insurance policy
18 written on the life of Co-Defendant, Noura Shoubash. The Defendants, including Noura
19 Shoubash, are parties allegedly involved in the acquisition and sale of the life insurance
20 policy purchased by Plaintiff. In order to establish their claims and defenses, the parties
21 intend to seek discovery regarding information which the parties deem confidential,
22 including but not limited to non-public information regarding the parties' financial
23 information and banking information, health or medical information, information
24 otherwise generally unavailable to the public, or which may be privileged or otherwise
25 protected from disclosure under state or federal statutes, court rules, case decisions, or
26 common law.

1 It is anticipated that there will be depositions of the parties, their employees or
2 agents, as well as that of third parties involved in the transactions and such persons will
3 likely be asked to answer questions on these potentially sensitive subject areas.
4 Because this matter will necessarily involve requests for disclosure of confidential
5 information, a protective order is therefore necessary to avoid any prejudice or harm
6 which would likely result if such information was disclosed in the absence of the
7 protections set forth herein. Accordingly, to expedite the flow of information, to
8 facilitate the prompt resolution of disputes over confidentiality of discovery materials,
9 to adequately protect information the parties believe they are entitled to keep
10 confidential, to ensure that the parties are permitted reasonable necessary uses of such
11 material in preparation for trial, to address their handling at the end of the litigation, and
12 serve the ends of justice, a protective order for such information is justified in this
13 matter. It is the intent of the parties that information will not be designated as
14 confidential for tactical reasons and that nothing be so designated without a good faith
15 belief that it has been maintained in a confidential, non-public manner, and there is
16 good cause why it should not be part of the public record of this case.

17 2. Definitions

18 2.1 Action: this pending federal lawsuit, *KKMB, LLC v. Abraham Khader,*
19 *Noura Shoubash, et al.*, Case No. 2:18-cv-05170-GW(JPR).

20 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
21 information or items under this Order.

22 2.3 Confidential Information or Items: information (regardless of how it is
23 generated, stored or maintained) or tangible things that qualify for protection under
24 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
25 Statement. A Designating Party may designate Confidential Information or Items
26 either CONFIDENTIAL or ATTORNEYS' EYES ONLY, as follows:
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1 (a) CONFIDENTIAL designation. A Designating Party may designate
2 material CONFIDENTIAL only if it deems that a reasonable basis exists for limiting
3 dissemination of the material under the standards of Rule 26 and that the material
4 contains confidential and/or proprietary commercial information that is not generally
5 available to the public.

6 (b) ATTORNEYS' EYES ONLY designation. A Designating Party may
7 only designate material ATTORNEYS' EYES ONLY if it deems that disclosure of
8 such material to another person or party would be injurious to the commercial interests
9 of the designating entity under the standards of Rule 26 and that the material contains
10 highly propriety technical or trade secret or business information so that the risk of
11 improper use or disclosure to another party outweighs the right of that party to review
12 such information.

13 2.4 Counsel: Outside Counsel.

14 2.5 Designating Party: a Party or Non-Party that designates information or
15 items that it produces in disclosures or in responses to discovery as
16 "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY."

17 2.6 Disclosure or Discovery Material: all items or information, regardless of
18 the medium or manner in which it is generated, stored, or maintained (including, among
19 other things, testimony, transcripts, and tangible things), that are produced or generated
20 in disclosures or responses to discovery in this matter.

21 2.7 Expert: a person with specialized knowledge or experience in a matter
22 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
23 expert witness or as a consultant in this Action.

24 2.8 Non-Party: any natural person, partnership, corporation, association, or
25 other legal entity not named as a Party to this action.

26 2.9 Outside Counsel: attorneys (and their support staff) who are not employees
27 of a party to this Action but are retained to represent or advise a party to this Action.

1 2.10 Party: any party to this Action, including all of its officers, directors,
2 employees, consultants, retained experts, and Outside Counsel (and their support
3 staffs).

4 2.11 Producing Party: a Party or Non-Party that produces Disclosure or
5 Discovery Material in this Action.

6 2.12 Professional Vendors: persons or entities that provide litigation support
7 services (e.g., photocopying, videotaping, translating, preparing exhibits or
8 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
9 their employees and subcontractors.

10 2.13 Protected Material: any Disclosure or Discovery Material that is
11 designated as “CONFIDENTIAL or “ATTORNEYS’ EYES ONLY.”

12 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material
13 from a Producing Party.

14 3. SCOPE

15 The protections conferred by this Stipulation and Order cover not only Protected
16 Material (as defined above), but also (1) any information copied or extracted from
17 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
18 Material; and (3) any testimony, conversations, or presentations by Parties or their
19 Counsel that might reveal Protected Material.

20 Any use of Protected Material at trial shall be governed by the orders of the trial
21 judge. This Order does not govern the use of Protected Material at trial.
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23 4. DURATION

24 4.1 If the Action proceeds to trial: all of the information that was designated as
25 confidential or maintained pursuant to this protective order will no longer carry such
26 designation, unless compelling reasons supported by specific factual findings to
27 proceed otherwise are made to the trial judge in advance of the trial. See Kamakana v.
28 City and County of Honolulu, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing

1 “good cause” showing for sealing documents produced in discovery from “compelling
2 reasons” standard when merits-related documents are part of court record).
3 Accordingly, the terms of this protective order do not extend beyond the
4 commencement of the trial.

5 4.2 If the Action does not proceed to trial: even after final disposition of this
6 litigation, the confidentiality obligations imposed by this Order shall remain in effect
7 until a Designating Party agrees otherwise in writing or a court order otherwise directs.
8 Final disposition shall be deemed to be the later of (1) dismissal of all claims and
9 defenses in this Action, with or without prejudice; and (2) final judgment herein after
10 the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of
11 this Action, including the time limits for filing any motions or applications for
12 extension of time pursuant to applicable law.

13 5. DESIGNATING PROTECTED MATERIAL

14 5.1 Exercise of Restraint and Care in Designating Material for Protection.
15 Each Party or Non-Party that designates information or items for protection under this
16 Order must take care to limit any such designation to specific material that qualifies
17 under the appropriate standards. The Designating Party must designate for protection
18 only those parts of material, documents, items, or oral or written communications that
19 qualify so that other portions of the material, documents, items, or communications for
20 which protection is not warranted are not swept unjustifiably within the ambit of this
21 Order.

22 If it comes to a Designating Party’s attention that information or items that it
23 designated for protection do not qualify for protection, that Designating Party must
24 promptly notify all other Parties that it is withdrawing the inapplicable designation.

25 5.2 Manner and Timing of Designations. Except as otherwise provided in this
26 Order (see, e.g., second paragraph of section 5.2(a) and (b) below), or as otherwise
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1 stipulated or ordered, Disclosure or Discovery Material that qualify for protection under
2 this Order must be clearly so designated before the material is disclosed or produced.

3 Designation in conformity with this Order requires:

4 (a) for information in documentary form (e.g., paper or electronic
5 documents, but excluding transcripts of depositions or other pretrial or trial
6 proceedings), that the Producing Party affix at a minimum, the legend
7 “CONFIDENTIAL” or “ATTORNEYS EYES ONLY”, to each page that contains
8 protected material. If only a portion or portions of the material on a page qualifies for
9 protection, the Producing Party also must clearly identify the protected portion(s) (e.g.,
10 by making appropriate markings in the margins).

11 A Party or Non-Party that makes original documents available for inspection
12 need not designate them for protection until after the inspecting Party has indicated
13 which documents it would like copied and produced. During the inspection and before
14 the designation, all of the material made available for inspection shall be deemed
15 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants
16 copied and produced, the Producing Party must determine which documents, or
17 portions thereof, qualify for protection under this Order. Then, before producing the
18 specified documents, the Producing Party must affix “CONFIDENTIAL” or
19 “ATTORNEYS EYES ONLY” to each page that contains Protected Material. If only a
20 portion or portions of the material on a page qualifies for protection, the Producing
21 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
22 markings in the margins).

23 (b) In the case of depositions and deposition transcripts, the Designating
24 Party shall advise opposing counsel and the court reporter of the specific pages and
25 exhibits to be maintained as Confidential Information at the deposition or within thirty
26 (30) days after receipt of the transcript. For convenience, if a deposition transcript
27 contains repeated references to Confidential Information which cannot conveniently be
28 segregated from non-confidential information, the Designating Party may request that

1 the entire transcript be marked by the reporter as “CONFIDENTIAL” or
2 “ATTORNEYS’ EYES ONLY”. Until the expiration of the 30 day period, the entire
3 transcript shall be deemed Confidential Information absent an agreement by the parties
4 on the record.

5 (c) for information produced in some form other than documentary and
6 for any other tangible items, that the Producing Party affix in a prominent place on the
7 exterior of the container or containers in which the information is stored the legend
8 “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY.” If only a portion or portions of
9 the information warrants protection, the Producing Party, to the extent practicable, shall
10 identify the protected portion(s).

11 5.3 Inadvertent Failures to Designate. Inadvertent failure to designate qualified
12 information or items does not, standing alone, waive the Designating Party’s right to
13 secure protection under this Order for such material, provided that the Designating
14 Party promptly correct the designation after discovery of such inadvertent failure. Upon
15 timely correction of a designation, the Receiving Party must make reasonable efforts to
16 assure that the material is treated in accordance with the provisions of this Order.

17 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

18 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
19 designation of confidentiality at any time that is consistent with the Court’s Scheduling
20 Order.

21 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
22 resolution process under Local Rule 37.1 et seq.

23 6.3 The burden of persuasion in any such challenge proceeding shall be on the
24 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,
25 to harass or impose unnecessary expenses and burdens on other parties) may expose the
26 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn
27 the confidentiality designation, all parties shall continue to afford the material in
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1 question the level of protection to which it is entitled under the Producing Party's
2 designation until the Court rules on the challenge.

3 7. ACCESS TO AND USE OF PROTECTED MATERIAL
4

5 7.1 Basic Principles. A Receiving Party may use Protected Material that is
6 disclosed or produced by another Party or by a Non-Party in connection with this
7 Action only for prosecuting, defending, or attempting to settle this Action. Such
8 Protected Material may be disclosed only to the categories of persons and under the
9 conditions described in this Order. When the Action has been terminated, a Receiving
10 Party must comply with the provisions of section 14 below (FINAL DISPOSITION).

11 Protected Material must be stored and maintained by a Receiving Party at a
12 location and in a secure manner that ensures that access is limited to the persons
13 authorized under this Order.

14 7.2 Disclosure of Information designated "ATTORNEYS' EYES ONLY".
15 Unless otherwise ordered by the court or permitted in writing by the Designating Party,
16 a Receiving Party may disclose any information or item designated "ATTORNEYS'
17 EYES ONLY" only to:

18 (a) the Receiving Party's Outside Counsel in this Action, as well as
19 employees of said Outside Counsel to whom it is reasonably necessary to disclose the
20 information for this Action;

21 (b) Experts (as defined in this Order) of the Receiving Party to whom
22 disclosure is reasonably necessary for this Action and who have signed the
23 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

24 (c) the court and its personnel;

25 (d) court reporters and their staff;

26 (e) professional jury or trial consultants, mock jurors, and Professional
27 Vendors to whom disclosure is reasonably necessary for this Action and who have
28 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

1 (f) the author or recipient of a document containing the information or a
2 custodian or other person who otherwise possessed or knew the information;

3 (g) during their depositions, witnesses, and attorneys for witnesses, in
4 the Action to whom disclosure is reasonably necessary provided: (1) the deposing party
5 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will
6 not be permitted to keep any Confidential Information or Items unless they sign the
7 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed
8 by the Designating Party or ordered by the court. Pages of transcribed deposition
9 testimony or exhibits to depositions that reveal Protected Material may be separately
10 bound by the court reporter and may not be disclosed to anyone except as permitted
11 under this Stipulated Protective Order; and

12 (h) any mediator or settlement officer, and their supporting personnel,
13 mutually agreed upon by any of the parties engaged in settlement discussions or
14 appointed by the Court.

15 7.3 Disclosure of Information designated “CONFIDENTIAL”. Unless
16 otherwise ordered by the court or permitted in writing by the Designating Party, a
17 Receiving Party may disclose any information or item designated “CONFIDENTIAL”
18 only to

19 (a) all persons listed in Section 7.2(a) – (h), above; and
20 (b) the officers, directors, and employees of the Receiving Party to
21 whom disclosure is reasonably necessary for this Action.
22

23 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
24 OTHER LITIGATION

25 If a Party is served with a subpoena or a court order issued in other litigation that
26 compels disclosure of any information or items designated in this Action as
27 “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” that Party must:
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1 (a) promptly notify in writing the Designating Party. Such notification
2 shall include a copy of the subpoena or court order unless prohibited by law;

3 (b) promptly notify in writing the party who caused the subpoena or
4 order to issue in the other litigation that some or all of the material covered by the
5 subpoena or order is subject to this Protective Order. Such notification shall include a
6 copy of this Stipulated Protective Order; and

7 (c) cooperate with respect to all reasonable procedures sought to be
8 pursued by the Designating Party whose Protected Material may be affected.

9 If the Designating Party timely seeks a protective order, the Party served with the
10 subpoena or court order shall not produce any information designated in this action as
11 “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” before a determination by the
12 court from which the subpoena or order issued, unless the Party has obtained the
13 Designating Party’s permission. The Designating Party shall bear the burden and
14 expense of seeking protection in that court of its confidential material and nothing in
15 these provisions should be construed as authorizing or encouraging a Receiving Party
16 in this Action to disobey a lawful directive from another court.

17 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
18 IN THIS LITIGATION

19 9.1 The terms of this Order are applicable to information produced by a Non-
20 Party in this Action and designated as “CONFIDENTIAL” or “ATTORNEYS’ EYES
21 ONLY.” Such information produced by Non-Parties in connection with this litigation is
22 protected by the remedies and relief provided by this Order. Nothing in these provisions
23 should be construed as prohibiting a Non-Party from seeking additional protections.

24 9.2 In the event that a Party is required, by a valid discovery request, to
25 produce a Non-Party’s Confidential Information or Items in its possession, and the
26 Party is subject to an agreement with the Non-Party not to produce the Non-Party’s
27 Confidential Information or Items, then the Party shall:
28

1 (a) promptly notify in writing the Requesting Party and the Non-Party
2 that some or all of the information requested is subject to a confidentiality agreement
3 with a Non-Party;

4 (b) promptly provide the Non-Party with a copy of the Stipulated
5 Protective Order in this Action, the relevant discovery request(s), and a reasonably
6 specific description of the information requested; and

7 (c) make the information requested available for inspection by the Non-
8 Party, if requested.

9 (d) If the Non-Party fails to seek a protective order from this court
10 within 14 days of receiving the notice and accompanying information, the Receiving
11 Party may produce the Non-Party's Confidential Information or Items responsive to the
12 discovery request. If the Non-Party timely seeks a protective order, the Receiving Party
13 shall not produce any information in its possession or control that is subject to the
14 confidentiality agreement with the Non-Party before a determination by the court.
15 Absent a court order to the contrary, the Non-Party shall bear the burden and expense of
16 seeking protection in this court of its Protected Material.

17 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

18 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
19 Protected Material to any person or in any circumstance not authorized under this
20 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
21 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
22 all unauthorized copies of the Protected Material, (c) inform the person or persons to
23 whom unauthorized disclosures were made of all the terms of this Order, and (d)
24 request such person or persons to execute the "Acknowledgment and Agreement to Be
25 Bound" that is attached hereto as Exhibit A.

26
27 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
28 PROTECTED MATERIAL

1 When a Producing Party gives notice to Receiving Parties that certain
2 inadvertently produced material is subject to a claim of privilege or other protection, the
3 obligations of the Receiving Parties are those set forth in Federal Rule of Civil
4 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
5 may be established in an e-discovery order that provides for production without prior
6 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
7 parties reach an agreement on the effect of disclosure of a communication or
8 information covered by the attorney-client privilege or work product protection, the
9 parties may incorporate their agreement in the stipulated protective order submitted to
10 the court provided the court so allows.

11 12. MISCELLANEOUS

12 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
13 person to seek its modification by the Court in the future.

14 12.2 Right to Assert Other Objections. By stipulating to the entry of this
15 Protective Order no Party waives any right it otherwise would have to object to
16 disclosing or producing any information or item on any ground not addressed in this
17 Stipulated Protective Order. Similarly, no Party waives any right to object on any
18 ground to use in evidence of any of the material covered by this Protective Order.

19 12.3 Filing Protected Material. Any Party who seeks to file with the Court
20 Protected Materials must file such materials under seal pursuant to Local Rule 79-5. If a
21 Party's request to file Protected Material under seal is denied by the court, the
22 Receiving Party may file the information in the public record unless (a) otherwise
23 instructed by the court or (b) the Designating Party gives notice within 24 hours that it
24 intends to seek reconsideration or other relief from the Court.

25 13. FINAL DISPOSITION

26 After the final disposition of this Action, as defined in paragraph 4, within 60
27 days of a written request by the Designating Party, each Receiving Party must return all
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1 Protected Material to the Producing Party or destroy such material and provide
2 confirmation of the same. As used in this subdivision, "all Protected Material" includes
3 all copies, abstracts, compilations, summaries, and any other format reproducing or
4 capturing any of the Protected Material. Notwithstanding this provision, Counsel are
5 entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and
6 hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits,
7 expert reports, attorney work product, and consultant and expert work product, even if
8 such materials contain Protected Material. Any such archival copies that contain or
9 constitute Protected Material remain subject to this Protective Order as set forth in
10 Section 4 (DURATION).

11 14. Violations

12 Any violation of this Order may be punished by any and all appropriate measures
13 including, without limitation, contempt proceedings and/or monetary sanctions.
14

15 IT IS SO STIPULATED.

16 Dated: January 2, 2019

17 By: /s/ John A. Conkle

18 John A. Conkle*

19 CONKLE, KREMER & ENGEL, PLC

20 Charles P. Randall (SB# 117491)

21 CP RANDALL LAWYERS, PC

22 Attorneys for Plaintiff KKMB, LLC
23

24 Dated: January 2, 2019

25 By: /s/ Rouben Varozian

26 Rouben Varozian

27 BV LAW GROUP, APLC

28 Attorneys for Defendants/Cross-Defendants,
NADIA SHOUDBASH KORT and HANNA

BISHARA HIREZI

1 Dated: December 27, 2018 By: /s/ Andre Boniadi
2 Andre Boniadi,
3 BEITCHMAN & ZEKIAN, P.C.
4 Attorneys for Defendants/Cross-Defendants,
5 ABRAHAM MATTAR KHADER and ABE
6 FINANCIAL SERVICES, INC.

7 Dated: January 2, 2019 By: /s/ Salvatore J. Zimmitti
8 Salvatore J. Zimmitti
9 NELSON HARDIMAN LLP
10 Attorneys for Defendants JASON
11 BOUTROS, M.D. and JASON K.
12 BOUTROS, M.D., INC.

13 Dated: November 30, 2018 /s/ Reem Rabadi
14 Reem Rabadi (*pro per*)

15 Dated: November 30, 2018 By: /s/ Sandra Rabadi
16 Sandra Rabadi (*pro per*)

17 *Pursuant to Civil L.R. 5-4.3.4(a)(2)(i), the filer attests that all other signatories listed,
18 and on whose behalf this filing is submitted, concur in the filing's content and have
19 authorized the filing.

20 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.


21 Dated: January 10, 2019 
22 Honorable Jean P. Rosenbluth
23 United States Magistrate Judge
24
25
26
27
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EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____[print or type full name], of [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on June 11, 2018 in the case of *KKMB, LLC v. Khader, et al.* I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint [print or type full name] of [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Dated: _____

BY: _____
Signature

Printed Name

City and State where sworn and signed